



Dispute Resolution Services

Page: 1

Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding NOBLE & ASSOCIATES PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL, OLC, FF

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice"), pursuant to section 49;
- an Order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

As both parties attended the hearing and were given a full opportunity to be heard, to present their affirmed testimony, to call witnesses, and to make submissions, I find that the landlord was duly served with the tenants' application to cancel the 2 Month Notice in accordance with sections 88 and 89 of the *Act*.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

All parties agreed to the following final and binding settlement of all issues set out in this application:

1. All parties entered into a mutual agreement that this tenancy will end on July 31, 2018 at 1:00 p.m., by which date the tenants and any other occupants will have vacated the rental unit.
2. The landlord agreed that the tenants are not responsible for paying any rent for the month of July 2018 as compensation for ending this tenancy.
3. The landlord withdrew the 2 Month Notice dated February 6, 2018.
4. The parties agreed that this tenancy ends by way of their mutual agreement to end this tenancy and not on the basis of the landlord's 2 Month Notice, dated February 6, 2018.
5. The parties agreed that the tenants may withhold \$50.00 from the rent due for May 2018, to compensate the tenants for 50% of the filing fee for this application.
6. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenants' application, and all matters under dispute at this time.

These particulars comprise the full and final settlement of all aspects of this dispute for all parties. All parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. All parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlord, which is to take effect at 1:00 p.m. on July 31, 2018. The landlord is provided with this Order in the above terms and the tenants must be served with this Order in the event that the tenants do not abide by condition #1 of the above settlement. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlord's 2 Month Notice, dated February 6, 2018, is cancelled and is of no force or effect.

I order the tenant to withhold \$50.00 from the monthly rent due on May 1, 2018, to reflect Clause 5 of the above-noted settlement agreement whereby the parties committed to share the cost of the tenant's \$100.00 filing fee for this application.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: April 23, 2018

Residential Tenancy Branch